

AG Contract No. KR98 0195TRN
ADOT ECS File No. JPA 97-224
TRACS: H0192 21C
Project: Highway Closure and Road
Restriction Subsystem (HCRS)

**INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF TOURISM**

THIS AGREEMENT is entered into 27 February, 1998,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF
TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT")
and ARIZONA DEPARTMENT OF TOURISM, acting by and through its Director (the
"Tourism").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The Tourism is empowered by Arizona Revised Statutes Section 41-2305 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Tourism.

3. The DOT and the Tourism desire to participate in installing and implementing a Highway Closure and Road Restriction Subsystem (HCRS) at the Painted Cliffs Rest Area which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information to the traveling public, at an estimated cost of \$4,606.00, all at DOT expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

a. Provide an initial site survey, install the equipment hardware, which shall remain the property of the DOT, and the software which will contain all required state routes and GIS based routes in the database.

b. Provide connection to the DOT's central database, training for TOURISM personnel to operate the system, and provide the Tourism with system repair and technical support, as well as system security.

c. Be responsible for the cost of a. and b. above, currently estimated at \$4,606.00.

d. After one (1) year of operation, confer with the Tourism to decide whether or not to continue the program.

2. The Tourism will:

a. Provide an appropriate limited access site for the equipment, a dedicated telephone line for connection to the central database, electrical energy with surge protection to operate the system and authorized personnel for data entry.

b. After one (1) year of operation, confer with the DOT to decide whether or not to continue the program, and assist the DOT in determining the effectiveness and the cost/benefit of the program. Provide maintenance to the equipment, and, in the event the program is terminated by either party, return the equipment to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Arizona Department of Tourism
Director
Box 411
Lupton, AZ 86508

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF TOURISM

DEPARTMENT OF TRANSPORTATION

By Brian S. Lang
Mr. BRIAN LANG, for
Director, Mark McDermott

By Tim Wolfe
TIM WOLFE
Ass't State Engineer

RESOLUTION

BE IT RESOLVED on this 10th day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Arizona Department of Tourism for the purpose of defining responsibilities for installing a highway Closure and road Restriction subsystem (HCRS) at the Painted Cliffs Rest Area to provide realtime data to the ADOT database on road closures, traffic delays, etc.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Ass't State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

HIGHWAY CLOSURE AND ROAD RESTRICTION SUBSYSTEM (HCRS)

The Highway and Road Restriction Subsystem (HCRS), hereafter described as HCRS, is an automated management tool developed for the Arizona Department of Transportation. The HCRS is to provide a state-wide central data repository comprised of construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information collected from different authorized agencies. The value of this subsystem is based on the data quality, user accessibility, timeliness, and area of coverage. This data will be used to ensure that diversion route advisories do not inadvertently guide motorists to closed or partially closed roadways. ADOT has elected to go to outside agencies/offices, for them to act as pilots, because these agencies/offices have data that is not available to ADOT.

The HCRS system is a tool that will benefit the traveling public. Through more timely information, better traveler information for pre-trip planning, quicker notification for incident management, or emergency notification. The availability of weather related incidents, as to which roads are closed/open, will allow the traveling public the option of selecting another route.

The equipment will be installed, having been procured by ADOT, and will be supported by ADOT (hardware and software) for a period of one (1) year. At that time, both participants in this agreement, will decide whether the partnership shall continue. If it is agreed to by both parties that the agreement shall continue, the outside agency/department shall obtain hardware support for the equipment. The support of the software will remain the responsibility of ADOT.